

1 Steve W. Berman (*Pro Hac Vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
2 715 Hearst Avenue, Suite 202
Berkeley, CA 94710
3 Telephone: (510) 725-3000
Facsimile: (510) 725-3001
4 steve@hbsslaw.com

5 Elizabeth J. Cabraser (083151)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
6 275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
7 Telephone: (415) 956-1000
Facsimile: (415) 956-1008
8 ecabraser@lchb.com

9 Adam J. Zapala (245748)
COTCHETT, PITRE & McCARTHY, LLP
10 840 Malcolm Road
Burlingame, CA 94010
11 Telephone: (650) 697-6000
12 Facsimile: (650) 697-0577
azapala@cpmlegal.com

13 *Indirect Purchaser Plaintiffs*
14 *Co-Lead Class Counsel*

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 IN RE LITHIUM ION BATTERIES
18 ANTITRUST LITIGATION,

Case No. 13-MD-02420 YGR (DMR)

19 MDL No. 2420

20 This Document Relates to:

FINAL JUDGMENT OF DISMISSAL
WITH PREJUDICE AS TO SDI
DEFENDANTS

21 ALL INDIRECT PURCHASER ACTIONS
22
23

24 This matter came before the Court to determine whether to finally approve the settlement with
25 defendants Samsung SDI Co., Ltd. and Samsung SDI America, Inc. (collectively “SDI”) set forth
26 in the Settlement Agreement (“Agreement”), dated March 7, 2018, relating to the above- captioned
27 litigation. The Court, after carefully considering all papers filed and proceedings held herein and
28

1 otherwise being fully informed in the premises, determined (1) that the settlement should be
2 approved, and (2) that there is no just reason for the delay of the entry of this Final Judgment
3 approving this Agreement. Accordingly, the Court directs entry of Judgment which shall constitute
4 a final adjudication of this case on the merits in accordance with the terms of the Agreement. Good
5 cause appearing therefor, it is:

6 **ORDERED, ADJUDGED AND DECREED THAT:**

7 1. The Court has jurisdiction over the subject matter of the Action and over all parties
8 to the Agreement, including all members of the Class.

9 2. The definitions of terms set forth in the Agreement are incorporated hereby as
10 though fully set forth in this Judgment.

11 3. The Court has granted final approval and confirmed the settlement set forth in the
12 Agreement is, in all respects, fair, reasonable and adequate to the Class pursuant to Rule 23 of the
13 Federal Rules of Civil Procedure.

14 4. Pursuant to Federal Rules of Civil Procedure 23(g), Hagens Berman Sobol Shapiro
15 LLP, Lieff Cabraser Heimann & Bernstein, LLP and Cotchett, Pitre & McCarthy, LLP have been
16 appointed as counsel for the Class. This firms have and will fairly and competently represent the
17 interests of the Class.

18 5. The persons/entities identified in Attachment 8 to the Declaration of Cameron R.
19 Azari, Esq., on Implementation and Adequacy of Class Notice Program, filed on June 11, 2019
20 (ECF No. 2501-9) have validly requested exclusion from the Class and, therefore, are excluded.
21 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are
22 not entitled to any recovery of the settlement proceeds obtained through the SDI Settlement
23 Agreement.

24 6. This Court hereby dismisses on the merits and with prejudice the Action, with each
25 party to bear its own costs and attorneys' fees except as otherwise described in the Settlement
26 Agreement.

27 7. All persons and entities who are Releasors are hereby barred and enjoined from
28 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this

1 or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or
2 in the future may have, arising out of or related to any of the Released Claims as defined in the
3 Agreement.

4 8. The Releasees are hereby and forever released and discharged with respect to any
5 and all claims or causes of action which the Releasors had or have arising out of or related to any
6 of the Released Claims as defined in the Agreement.

7 9. Without affecting the finality of this Judgment in any way, this Court hereby retains
8 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class
9 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund;
10 (c) hearing and determining any future applications by plaintiffs' counsel for attorneys' fees, costs,
11 expenses, and interest; (d) the Action until the Final Judgment contemplated hereby has become
12 effective and each and every act agreed to be performed by the parties all have been performed
13 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation
14 of settlement proceeds; and (f) all parties to the Action and Releasors, for the purpose of enforcing
15 and administering the Agreement and the mutual releases and other documents contemplated by, or
16 executed in connection with the Agreement.

17 10. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
18 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
19 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
20 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

21 **IT IS SO ORDERED.**

22 DATED: August 27, 2019

23
24 

25 YVONNE GONZALEZ ROGERS
26 UNITED STATES DISTRICT JUDGE
27
28